

SIoux CITY GATEWAY / AFSCME
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PUBLIC EMPLOYMENT
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**AGREEMENT
BETWEEN THE CITY OF SIOUX CITY
AND
AFSCME/IOWA COUNCIL 61 AFL-CIO
AFSCME LOCAL 3747
SIOUX GATEWAY AIRPORT EMPLOYEES UNION**

JULY 1, 2007 – JUNE 30, 2010

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ARTICLE I

AGREEMENT

This agreement is entered into by the City of Sioux City, Iowa hereinafter referred to as the "Employer" and Sioux Gateway Airport Employee Union, Local 212, AFSCME/Iowa Council 61 AFL-CIO, hereinafter referred to as the "Union."

ARTICLE II

RECOGNITION AND UNION SECURITY

Section 1 Union Recognized

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" and in recognition of the Public Employment Relations Board's certification of Sioux Gateway Airport Employee Union, AFSCME/Iowa Council 61 AFL-CIO, dated October 27, 1989, the City of Sioux City, Iowa does hereby recognize the Union during the term of this Agreement as the sole and exclusive bargaining representatives for positions within the Sioux Gateway Airport listed in Appendix "B" (hereinafter collectively referred to as employees) excluding Airport Director, Administrative Secretary II, Administrative Assistant-Accounting and all other employees excluded by Section 4 of the Act).

Section 2 Contract Negotiations

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the Employer.

A. Released Time

The Union and the Employer agree that up to two (2) designated Union representatives shall be released with pay during regular working hours for collective bargaining negotiations with the Employer, except that no payment will be made for negotiation time outside of the representatives' normal workday.

B. Negotiation Sessions

The date, time and place for negotiation sessions shall be established by mutual agreement between the parties.

C. Representatives Designated

The Union shall advise the Airport Director in writing of the designated representatives and alternates prior to the start of negotiations for any successor agreement.

Section 3 Definitions

Categories of employment relationship covering positions represented within the bargaining unit shall be as follows:

A. Full-time Regular Employee

One who occupies an authorized full-time year-around position which requires a minimum of eight (8) hours per day and forty (40) hours per week.

B. Part-time Regular Employee

One who occupies an authorized year around position requiring eight (8) hours or less per day and in excess of twenty (20) hours per week but less than forty (40) hours per week.

C. Employee

"Employee" as used in this contract means both full-time regular employee and part-time regular employee.

D. Temporary, Seasonal and Casual Employee

If an Employee hired to work for a limited period of time not to exceed one hundred eighty (180) calendar days per year.

E. Probationary Employees

The probationary period for new employees shall be six (6) months.

Section 4 **Exclusions**

Temporary, casual and seasonal employees shall be excluded from the provisions of this Agreement.

Section 5 **Union Officials Certified**

Within fifteen (15) days following the election or appointment of any officers of the Union Local and other designated representatives (i.e., stewards, etc.), the Union President shall certify the names and offices of such officers to the Airport Director. Further, the Union shall notify in the same manner of any changes in the above cited representatives. Union officers and stewards whose work hours may conflict with regular or special meetings of the Union shall be released from work without pay to attend such meetings.

Section 6 **Dues Deduction**

- A. Upon receipt of a lawfully executed written authorization from an employee, on forms provided by the Union, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction within ten (10) days to the official designated by the Union in writing to receive such deductions.
- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

- C. Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the last year of each contract or within a two-week period following the anniversary date of the employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.
- D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- E. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions. The list provided to the Union shall include the following information:
 - 1. The employee's name.
 - 2. The employee's address.
 - 3. The employee's social security number.
 - 4. The amount of dues withheld.
- F. This Local union may independently adjust its dues structures to meet local needs.

Section 7 **Bulletin Board**

The Employer will provide the Union with bulletin board space as defined herein for the posting of notices of employee Union meetings, elections, election returns, appointments to office, and Union business, or social affairs. The Local Union shall post no political information or information which would be negative towards the Employer. Said board space shall be specifically designated, and be accessible for all personnel to view.

For the purpose of this section, the definition of bulletin board space will be space designated by the Employer for posting of authorized notices.

All space will be made available by the Employer at the following locations as long as Employer operations are conducted at said location:

Terminal Building

Maintenance Building

Added areas may be designated upon written request of the Union and approval by the Airport Director.

Section 8 **Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on Employer time except as specifically authorized by the provisions of this Agreement.

Section 9 **Non-Discrimination**

The Employer and the Union agree that their respective policies consistent with the Code of Iowa will not violate the rights or discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin, race or disability.

The Employer and the Union agree to cooperate by encouraging female and minority applicants for employment with the Employer and to comply with provisions of the Employer's Affirmative Action Program.

Pursuant to Iowa Code Section 216.14, after a handicapped individual is employed, the employer shall not be required under this Agreement to promote or transfer such handicapped person to another job or occupation unless, prior to such transfer, such handicapped person, by training or experience, is qualified for such job or occupation.

Section 10 **PEOPLE DEDUCTION**

The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision, within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit any deduction with a list showing the names, address, social security number and amount of the deduction withheld from the employees to AFSCME/IOWA Council 61.

Section 11 **Fair Share Deduction**

Upon enactment of Fair Share Legislation, the Employer agrees to comply with said Fair Share Legislation immediately.

ARTICLE III

MANAGEMENT RIGHTS

The Union recognizes that except to the extent abridged by specific provisions of this Agreement, the Employer reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this Agreement shall include, but are not limited to, its right to determine the services and level of services to be offered by the Sioux Gateway Airport of Sioux City, Iowa, to establish or continue policies, practices and procedures for the conduct of the operation of the Employer and from time to time to change or abolish such policies, practices or procedures, the right to determine and from time to time to redetermine the types of operations, methods and processes to be employed, to discontinue processes or operations or to discontinue their performance by employees of the Employer, to determine the number and types of employees required, to assign work to such employees in accordance with the requirements determined by the employer, to establish and change work schedules and assignments, to schedule and assign overtime as determined necessary, to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees for lack of work or other legitimate reasons, to determine the fact of lack of work, to suspend, discipline or discharge employees for proper cause, and otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service.

The management rights set forth in this Article may be exercised by either the City Manager, the Airport Director, or the Operations and Maintenance Manager of the Sioux Gateway Airport.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1 Definition

A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this Agreement. Grievances, as herein defined shall be processed in accordance with the procedure set forth in Section 2 below. The hereinafter defined Grievance Procedure shall be used to resolve the disputes between the parties, including disciplinary actions.

A "past practice" can only be established by the City Manager or the Airport Director of the Sioux Gateway Airport. If an employee or the Union claims that a past practice is the basis for a grievance or asserts in a grievance that the City has violated a past practice, then the employee or the Union, as appropriate, will be required to identify the past practice and the factual basis for the claim that the past practice exists and is binding on the City.

The Union may request a meeting with any supervisor to discuss a dispute or disagreement involving the interpretation or application of the specific provisions of this Agreement affecting a significant number of employees in that department. The Union and the Airport Director may agree to waive any step of the grievance procedure and commence a grievance at a higher step at such a meeting.

Any full-time regular or part-time regular employee (hereinafter referred to in this Article as "employees") may process a grievance as outlined in this Article and shall have the right to representation by the Union in conferences with the Employer. The employee and the Union shall have copies of the written decisions issued by the Employer at each step of the procedure. All bargaining unit employees shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

Section 2 Procedure (Steps)

- Step 1. An employee with or without a representative of the Union, who has a grievance shall present a written grievance to the employee's immediate supervisor within ten (10) days of the occurrence of the alleged grievance. The supervisor will schedule a meeting at a mutually agreed upon time and date with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. The supervisor shall respond in writing to the employee and the appropriate Union representative within five (5) days of the date of the written grievance meeting with the supervisor.
- Step 2. The grievance shall be considered resolved unless within ten (10) days of the receipt of the written response at Step 1, the employee and/or authorized Union rep-

representatives submit a written grievance appeal to the Airport Director or representative. The Airport Director will schedule a meeting at a mutually agreed upon time and date with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. Within three (3) days after the grievance meeting, the Airport Director shall furnish the employee and the appropriate Union representative with a written reply to the grievance.

Step 3. As to those matters involving the interpretation of rights granted to employees in the bargaining unit by this Agreement, and in the event that such grievance is not then disposed of as aforesaid, either party, no later than thirty (30) days after receipt of the Airport Director's decision, may request arbitration before an impartial arbitrator. A copy of said request shall be sent to the Airport Director and/or the president of the Union, whichever is applicable. Within thirty (30) days after the notice of appeal to arbitration is given, the Employer and the Union shall meet and endeavor to select an arbitrator. If, after three (3) days following the meeting, agreement as to the arbitrator is not reached, the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. All of the candidates for arbitrator shall be members of the National Academy of Arbitrators. When such panel is reached, the Employer and the Union shall alternately strike from such list, the initial strike shall be determined by a toss of a coin, and the remaining person shall act as arbitrator.

In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration must be scheduled no later than sixty (60) days from the date the grievance was appealed to arbitration. If an arbitration hearing is not scheduled within the above mentioned sixty (60) days, the grievance will be considered denied.

The Arbitrator shall be empowered to convene to hear the evidence pursuant to such rules and procedure as he/she may adopt and to make a written decision which shall be final and binding. The parties shall bear equally the fees of the Arbitrator. The costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. The Employer and the Union shall bear individually the cost and compensation of its own witnesses, exhibits, and representation. The Arbitrator shall only have authority to determine the compliance with the provisions of this Agreement.

The Arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue that is presented that is proper for arbitration within the limitations expressed herein. The Arbitrator shall have no authority to change wage rates or salaries established on the salary schedule but shall have the power to adjust an individual employee's wages. The Arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of issue submitted for decision.

The Arbitrator shall submit the decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the Arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this contract.

Section 3 **Time Limits**

All time limitations in this grievance procedure shall be based on calendar days and may be extended by mutual agreement of the Employer and Union. All reference to days shall mean calendar days. All grievances must be presented promptly and no later than ten (10) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

In the event the employer does not respond within the time limits set forth, the grievance will automatically be appealed to the next step.

In the event the Union fails to appeal a grievance within the time limits set forth, the matter shall be considered resolved and not subject to further processing under the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 **Retroactivity**

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that a dispute shall be retroactive no more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance at Step 1.

Section 5 **Exclusion of Probationary Employees**

Probationary Employees as set forth in Article II of this Agreement shall have no right to grieve on matters of discipline or discharge.

Section 6 **Number of Stewards**

For informational purposes only, the Union shall provide the Airport Director with a written list of names of grievance representatives.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 7 **Grievance Processing**

Grievances may be processed by a member of the Grievance Committee (Steward) during working hours. All releases of employees from scheduled work time for any aspect of processing of grievances shall be subject to authorization of the Airport Director.

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievant's or Union representatives in the processing of grievances.

Section 8 **Discipline and Discharge**

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such ac-

tion was not based on just cause may appeal a suspension or discharge taken by the Employer beginning with the second step of the grievance procedure. All other disciplinary action shall begin with the first step of the grievance procedure.

ARTICLE V

SENIORITY

Section 1 **Definition**

Seniority means an employee's length of continuous unbroken service as a full-time or part-time regular employee of the Employer since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position. In computing seniority, periods of employee suspensions and leave of absence without pay (except for work connected injury or illness) in excess of thirty (30) consecutive calendar days shall be deducted from the employee's time of seniority.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

Section 2 **Seniority Lists**

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

ARTICLE VI

LAYOFF PROCEDURE

Section 1 **Layoff Notice**

In the event reduction in force becomes necessary, the Employer agrees to provide affected employees fourteen (14) calendar days notice prior to the effective date of the reduction.

As used in this Article, the term "reduction in force" shall mean that a job or position, whether full-time or part-time, has been eliminated by the City. Job elimination is effected by action of the City Council or its designee.

A temporary separation from employment such as, but not limited to, a separation due to a lack of work or a shortage of funding, is an employment decision which is made by the City Manager in his/her discretion. Employees shall be selected for temporary separation as provided by Section 2.

Section 2 **Order and Procedure**

Whenever it becomes necessary for employees within the bargaining unit to be laid off, layoff shall be within job classification and the order shall be as follows:

- i. Temporary/Seasonal/Casual employees.
- ii. Probationary employees.
- iii. Part-time employees.
- iv. Full-time employees.

Employees to be laid off shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior employee being laid off first.

Laid off employees shall have the right to displace any less senior employee in another job classification as follows:

An Airport Worker III may displace the least senior Airport Worker II or I.

An Airport Worker II may displace the least senior Airport Worker I.

A Mechanic may displace any less senior employee, provided the Mechanic meets the qualifications for the position as defined in the job description.

An Airport Office Assistant may displace any less senior employee, provided the Airport Office Assistant meets the qualifications for the position as defined in the job description.

Section 3 **Reduction in Force Pay**

Any full-time or part-time employee of the Sioux Gateway Airport who has been employed for over one (1) year and who is affected by a reduction in force shall be entitled to forty (40) hours pay based on their current hourly salary at time of layoff. This provision shall not apply if the Employer changes its operation but employees continue to receive wages from some other employer.

Section 4 **Recall**

Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Laid off employees shall have recall rights for one (1) year from the effective date of their layoff.

Employees shall be entitled to be recalled to a vacancy in the position in which they were employed at the time of layoff or to any other position in the bargaining unit, provided they meet the minimum job requirements as specified in the job description to perform the work in that position.

A copy of all vacancies posted during an employee's recall rights period shall be mailed to him/her by the Airport Director by ordinary mail to the employee's address on file in the office of the Airport Director.

The Employer shall notify an employee of his/her recall in writing by certified mail to the employee's address on file in the office of the Airport Director. An employee's failure to report to work within fourteen (14) calendar days after receipt of the recall letter shall result in the termination of the employee's recall rights.

ARTICLE VII

TRANSFERS

Section 1 Transfer

Whenever a permanent vacancy occurs in an existing job classification within the bargaining unit, a notice of such vacancy shall be posted on bulletin boards for five (5) consecutive calendar days. During this period, current qualified employees who wish to apply may do so by submitting a written application to the Airport Director. Qualified employees shall mean only those employees currently occupying the same job classification as the vacant position.

Following the posting period, the Airport Director shall consider job performance, qualifications, and seniority in granting or denying such transfer requests. Denials of transfers shall not be arbitrary or capricious.

ARTICLE VIII

HOURS OF WORK

Section 1 Regular Working Day and Work Week Defined

The regular working day and regular working week for full-time regular employees in the bargaining unit shall be eight (8) hours or ten (10) hours and forty (40) hours respectively except as hereinafter provided. There may be an unpaid thirty (30) minute lunch period.

Section 2 Schedules

Whenever the Airport Director determines it is necessary for the efficient operation of the Employer, he/she may establish work schedules providing for eight (8) or ten (10) hours of continuous service and said schedule shall provide for a thirty (30) minute paid lunch period. The employee's immediate supervisor shall designate the location of the lunch break.

All work schedules shall be posted by the Employer. Permanent work schedules may be changed only with 48 hours notice unless the employees involved voluntarily agree to the change.

Section 3 Split Schedules

Whenever an employee is sent home prior to the end of his regularly scheduled shift with instructions from the immediate Supervisor to return at a later time to resume work, all hours worked on

that calendar day after the employee's regularly scheduled quitting time shall be compensated at the rate of one and one-half (1 ½) the hourly equivalent of the employee's regular pay rate.

Section 4 **Rest Periods**

Two (2) fifteen (15) minute rest periods shall be granted to employees consistent with work schedules, and in accordance with the rules and regulations established by the Airport Operations and Maintenance Manager. The employee's immediate supervisor shall have the authority to designate the location at which breaks may be taken.

When an employee works or is scheduled to work for a minimum of two (2) hours beyond the end of the employee's normal shift, the employee shall be granted one (1) paid fifteen (15) minute rest break consistent with work schedules.

Section 5 **Meal Periods**

All employees shall be granted an unpaid meal period of thirty (30) minutes in duration. Where practicable, the meal period will be scheduled approximately in the middle of the scheduled shift.

Section 6 **Cleanup Time**

When in operations designated by the Employer and where facilities are available, employees so assigned shall be granted up to five (5) minutes cleanup time immediately prior to their meal break and up to ten (10) minutes cleanup time immediately prior to the end of the employee's shift.

Section 7 **Time Units**

For purposes of computing wages, time shall be accounted for in fifteen (15) minute increments.

Section 8 **Overtime**

A. Definitions

1. Work Period - A regularly reoccurring period of one hundred sixty-eight (168) consecutive hours.
2. Work Time - The following items will be regarded as hours worked for the purposes of computing overtime pay: holidays, sick leave, vacation leave, compensatory time and all other paid leaves.

B. Overtime Compensation

All full-time regular employees who are required by the employer to work in excess of their regular workday or their regular workweek are considered as eligible for overtime pay and shall be reimbursed for hours worked in excess of their regular workday or regular workweek at the rate of one and one-half (1½) the hourly equivalent of pay for their regular pay rate for all hours worked in excess of their regular workday or regular workweek. Overtime shall be paid for in fifteen (15) minute increments.

1. When requested by an employee and authorized by the immediate Supervisor, time off at the rate of one and one-half (1½) the overtime hours worked by an employee may be granted in order to compensate for and in lieu of overtime payment.

2. If compensatory time is authorized by the immediate Supervisor, requests for the use of said compensatory time shall not be unreasonably denied. If authorized, the allowable maximum accrual shall be eighty (80) hours.
3. A request can be made by the employee for a payout in cash of up to sixty (60) hours of accumulated compensatory time. There must be at least a two (2) week notice to the Airport Director. The money will be paid in the second pay period in June but will be paid in a separate check.

C. Authority to Grant

When determined by the Employer to be necessary, assignment of work hours in excess of eight (8) hours per day or forty (40) hours per week shall be the responsibility of the immediate Supervisor or his/her designated representative.

Section 9 Shift Differential

- A. Swing Shift. A shift differential of twenty-five (25) cents per hour will be paid to all full-time regular employees who are assigned to a swing (2nd) shift for the eight (8) hours worked between 3:00 p.m. and 11:00 p.m. or the eight (8) hours of the departmental swing (2nd) shift, if such shift differs from the 3:00 p.m. to 11:00 p.m. hours.
- B. Graveyard Shift. A shift differential of thirty (30) cents per hour will be paid to all full-time regular employees who are assigned to a graveyard (3rd) shift for the eight (8) hours worked between 11:00 p.m. and 7:00 a.m., or the eight (8) hours of the departmental graveyard (3rd) shift, if such shift differs from the 11:00 p.m. to 7:00 a.m. hours.
- C. Limitation. Shift differential shall not be paid to an employee when he/she is receiving overtime rates of pay.

Section 10 Recall Time

Full-time regular employees who are recalled to work after the completion of their regular workday by the immediate Supervisor or his/her designated representative shall receive a minimum of two (2) hours pay at time and one-half (1 ½) their regular rate for any and all hours worked within that two (2) hour period. Each recall, regardless of number, shall be eligible for the two (2) hour minimum at time and one-half (1 ½) of the regular rate unless successive recalls are for the purpose of ordering an employee to return to the same work site to perform additional work or repairs.

A full-time regular employee shall be deemed to have been "recalled to work" only when he receives notice of work to be done after leaving the Employer's premises, vehicle or work site. If he receives such notice of work to be done before leaving the Employer's premises, but after the close of his preceding regular shift, he shall be deemed to have worked continuously.

Section 11 Call-In

Full-time regular employees who are called in within two (2) hours prior to the start of their scheduled shift shall be paid at the rate of time and one-half (1 ½) their regular rate for all hours worked prior to the start of their scheduled shift. Full-time regular employees shall complete their scheduled shift at the appropriate straight time rate.

Section 12 Reporting Pay

Full-time regular employees who in the absence of prior notice from their employer report for work at their scheduled time on a scheduled workday, shall be paid for a minimum of four (4) hours straight time rate or assigned to a minimum of four (4) hours of work. Any employee for whom there is no work on any given day shall be entitled to use any available vacation time, compensatory time or unused floating holiday for this day. Any employee who is confined to a hospital, or who is confined to their home for convalescence immediately subsequent to in-patient or out-patient hospital care, on a day for which no work is determined, shall be entitled to use sick leave for said day.

ARTICLE IX

WAGES AND FRINGE BENEFITS

Section 1 Rates of Pay

The rates of pay for positions covered by this Agreement shall be determined as set forth in Appendix "B" of this Agreement.

Section 2 Paydays

The Employer shall pay for employee services on a bi-weekly basis with payday being the Friday following the end of each bi-weekly pay period. If the payday falls on a holiday, payment shall be made on the preceding regular workday.

Section 3 Special Fees

Total compensation and other authorized allowances shall be in lieu of any special fees or compensation which an employee may be authorized by law to collect. Such fees or other compensation shall be paid to the Sioux Gateway Airport in full, as required by the Airport Director.

Section 4 Hospital-Medical/Surgical and Dental Insurance

A. Eligibility

Full-time regular employees (hereinafter referred to in this Article as "employee") who are actively at work are eligible for this insurance on the first of the month following fifteen (15) days of continuous employment.

1. Premium Payments

- a. The City of Sioux City will pay 100% of the monthly premium for each qualified employee with hospital, medical and dental group insurance.
- b. Effective July 1, 2007, the employee shall pay \$20 per month toward the premium for spouse and dependent coverage (\$30 per month effective July 1, 2008 and \$40 per month effective July 1, 2009) and the City shall pay the remainder of the premium for spouse and dependent coverage.

Employees who provide the City proof of health insurance coverage from another source (a source other than the City) may waive participation in the health insurance plan and will receive a credit equal to thirty-three percent (33%) of the cost of the health insurance premium for the type of coverage for which they are eligible. This credit may be applied as follows: (1) to a tax-deferred annuity, (2) to the purchase of vision insurance, (3) to the purchase of additional life insurance (up to a maximum of \$50,000), or (4) to cash.

The City shall pay one hundred percent (100%) of the cost of the premium for employee coverage and dependent coverage for the current dental insurance plan. Employees may elect to participate in a Basic Dental insurance plan. Employees who elect to participate in the Basic Dental insurance plan will receive an insurance plan credit which may be applied as follows: (1) to the employee's cost of dependent health insurance, (2) to the purchase of vision insurance, or (3) to the purchase of additional life insurance (up to a maximum of \$50,000).

2. Plan Benefits

Benefits shall be provided as set out in the plan document in effect for City employees in the Field Services and Operations Unit and Technical and Clerical Unit represented by AFSCME, modified as follows:

- (a) The deductible shall be:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$150	\$200
Employee + 1	\$250	\$300
Family	\$350	\$400

- (b) Co-Insurance shall be:

<u>In Network</u>	<u>Out-of-Network</u>
90/10%	75/25%

- (c) The Office Visit co-pay shall be changed to \$15 and the co-payment shall not be applicable to the employee's deductible or out-of-pocket obligations.

- (d) The maximum out-of-pocket shall be:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$300	\$750
Employee + 1	\$500	\$1,100
Family	\$700	\$1,400

- (e) An emergency room co-pay of \$25 shall be instituted and the co-pay shall not be applicable to the employee's deductible or out-of-pocket obligations.

(f) The prescription drug co-pay shall be:

Generic	\$5
Brand Name Formulary	\$15
Brand name Non-Formulary	\$25

B. Effective Date of Coverage

New employees are eligible to apply for group insurance coverage on the first day of employment.

Adherence to the above rules will provide coverage without health questions or a medical examination for employees as well as dependents.

C. Termination of Insurance

Whenever a covered employee ceases employment with the Employer or when the Group Insurance Plan is discontinued, or whenever the employee enters military service this Group Insurance Plan terminates, except for the rights under COBRA. The insurance for dependents also terminates when the employee ceases to be eligible for coverage or when that dependent ceases to be eligible as a dependent.

D. Coordination of Benefits

When an employee is covered by more than one group insurance plan, the benefits payable under the Employer's plan may be reduced so that the combined total amount of benefits payable by all companies for hospital and medical benefits does not exceed the covered expenses incurred.

E. Coverage on Leave of Absence Without Pay

An employee can elect to continue coverage while on leave of absence without pay. However, when the leave is in excess of thirty (30) consecutive calendar days, the employee shall pay the total premium cost for the remainder of the period or as otherwise specified in the Group Insurance Plan which is in effect.

F. Insurance Review

The Union negotiating committee shall be given an opportunity to review any new hospitalization plan before purchase. If the insurance carrier or current hospitalization plan changes during the year, the benefits provided by the new carrier or new plan shall be mutually agreed to by the Union and the Employer.

Section 5 Life Insurance

The Employer will provide all employees with coverage of \$15,000 individual group life insurance policy with an accidental death double indemnity feature with the Employer paying the full premium.

The employee shall have the option to purchase an additional \$10,000, \$30,000, \$50,000, \$70,000, or \$90,000 of insurance coverage with an accidental death double indemnity feature

through payroll deduction. To increase to \$70,000 or \$90,000 of coverage, evidence of insurability must be provided.

Section 6 **Long-Term Disability Insurance**

The Employer will provide all employees with a long-term disability insurance plan. This long-term disability insurance plan shall have a ninety (90) calendar day waiting period and shall pay benefits at sixty-six (66) percent of the employee's weekly gross pay, excluding overtime. The Employer shall pay the full premium for this disability insurance.

Section 7 **Vision Insurance**

The City will make available a group vision insurance plan for employees which provides benefits that are negotiated by the parties. Employees who wish to participate in the vision insurance plan must do so by means of payroll deduction.

Section 8 **Flexible Spending Account**

The City will make available a flexible spending account for the payment of: (a) deductibles, co-insurance, and premium amounts associated with the Health, Dental, and Vision Insurance plans, (b) eligible dependent care payments, and (c) supplemental life insurance premium payments. This plan is subject to revision if federal laws governing flexible spending accounts are amended.

Section 9 **Workers' Compensation Benefits**

When an employee sustains a personal injury arising out of and in the course of employment, the employee may, for the first three (3) working days of total disability following the injury, use earned and unused sick leave credits. Beginning on the fourth calendar day of total disability following the date of injury and up to and including the fortieth (40) day of total disability, the Employer shall pay the injured employee in addition to the Workers' Compensation benefits to which said employee is entitled, a sum which together with said Workers' Compensation benefits will equal 100% of the rated salary the employee would have received had he/she not been incapacitated. The difference between Workers Compensation benefits and base salary for the employee's current classification will be deducted from the earned and unused sick leave credits of the employee. Upon expiration of an employee's accumulated and unused sick leave credit or after the fortieth (40) day, the employee shall be entitled only to the benefits payable under the Iowa Workers' Compensation Law.

Section 10 **Retirement Severance Pay**

Any full-time regular employee of the Employer who retires and immediately upon such retirement becomes eligible for regular retirement benefits under the provisions of the Iowa Public Employee Retirement System, the Social Security Act, or Workers' Compensation, shall receive retirement severance pay, at the rate of three (3) day's pay (24 hours) for each full twelve (12) month's service with the Employer. Computation of such retirement severance pay shall be on the basis of the employee's regular rate of pay at the time of termination.

Section 11 **Sick Leave**

A. Accrual

For each completed bi-weekly period of service, all employees shall accrue 3.69 hours of sick leave with pay per pay period. Such leave is accrued as long as an employee is not on leave without pay basis, for over thirty (30) calendar days. Sick leave shall accrue during the period of sick leave pay.

Employees who had accrued over 520 hours of sick leave as of June 30, 1991, shall have the excess sick leave hours which they did not use restored to their account effective July 1, 1996.

B. Use and Certification

1. Each full-time regular employee shall be granted sick leave with pay for absence due to personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

If the Employer suspects that an employee may be abusing sick leave, the employee may be required to provide a medical certificate or other appropriate verification for any absence covered by this Article.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

Paid sick leave shall be charged on an hourly basis for purposes set forth herein and only when a tour of duty is missed shall an employee be charged with a full eight (8) hours of sick leave.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave shall be granted, not to exceed twenty-four (24) hours for each such occurrence. These twenty-four (24) hours of sick leave shall be in addition to the Funeral leave granted in Article X, Section 4 of this Agreement and is at the employee's option. Immediate family is defined as, and limited to, the employee's spouse, sons, daughters, grandchildren, foster children, stepchildren, mother, mother-in-law, father, father-in-law, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsister, daughters-in-law, sisters-in-law and other persons who are members of the employee's household.

If the location of the funeral is in excess of 300 miles one way from Sioux City, Iowa, an employee may request up to sixteen (16) additional work hours chargeable to accumulated sick leave, for the purpose of traveling to and attending the funeral. Authorization of said hours is subject to the approval of the immediate Supervisor.

3. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
4. Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above). Use of sick leave for purposes of this Section is limited to 40 hours (5 working days per year). For the purposes of this provision, the year shall be defined to mean period between July 1 and the following June 30.
5. Sick leave shall not be used for any reasons not specifically set forth above.

C. Sick Leave Accumulation

Unused sick leave shall be accumulated without any limitation on the number of hours and may be used at any time as earned for absence due to any of the causes set forth.

D. Cancellation of Sick Leave

Separation from the Employer's service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused sick leave shall be restored, provided the employee is re-employed by any department of the Employer within one (1) year.

Section 12 Vacation

A. Eligibility

All full-time regular employees shall be entitled to leaves of absence with full pay for vacation periods. In the event that full vacation leave is not taken, unused vacation leave may be carried over from one calendar year to the next as set forth in "B" below.

B. Annual Accrual

Employees shall be granted and accrue vacation periods in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Allowed</u>	<u>With Carry-Over Maximum Accrual May Be Up To</u>
After one (1) year	(1 week) 40 hours	
After two (2) years and for Each year thereafter, up to and including the seventh (7) year	(2 weeks) 80 hours	(4 weeks) 160 hours
After eight (8) years and for Each year thereafter, up to And including the fourteenth (14) year	(3 weeks) 120 hours	(5 weeks) 200 hours
After fifteen (15) years and For each year thereafter	(4 weeks) 160 hours	(6 weeks) 240 hours

C. Accrual Rate

The length of service rendered by an employee shall determine the length of vacation period allowed. The employee shall accrue 1/26 of his annual entitlement for each biweekly pay period of continuous service. The accrual of annual vacation shall be as follows:

During the period of the first year (1 week)	1.538	hours per biweekly pay period
During the period of the second (2) through seventh (7) years (2 weeks)	3.076	hours per biweekly pay period
During the period of the eighth (8) through fourteenth (14) years (3 weeks)	4.614	hours per biweekly pay period
During the period of the fifteenth (15) and subsequent years (4 weeks)	6.152	hours per biweekly pay period

- D. Credit for vacation leave accumulates only during leave with pay status including when an employee is receiving payments due to work-connected injury. Vacation leave for said Employees shall be credited and charged on an hourly basis. Annual leave credits in any given year shall not be earned for any period of absence without pay, that exceeds thirty (30) consecutive days.

E. Grant Procedure

1. Vacation periods are to be approved, granted and scheduled by the Operations and Maintenance Manager, or his/her designee, taking into consideration the staffing requirements of the Employer. The employee's vacation requests shall be approved based on seniority. Vacation shall be granted on an hourly basis. Vacation may be granted in the period between November 1 and April 1 at the discretion of the Airport Director or designee.
2. During the first year of employment the employee is eligible for vacation leave. The employee can only use the amount of vacation accrual that has been earned and that the employee is entitled to.
3. Overuse of vacation leaves will not be authorized. Vacation entitlement shall be calculated as of the date an employee became a full-time regular employee.
4. Part-time employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week shall be granted pro rata leave consistent with paragraph "B" above.
5. No later than February 1, the Operations and Maintenance Manager, or his/her designee, will cause to be posted for each work unit a form denoting the dates available for employee vacations, any departmental restrictions regarding those dates, a list of employees in the work unit in order of seniority based upon their last date of hire, and the date by which employees must have denoted their choice for vacation period.

6. Each employee, in order of seniority shall denote his/her choice of vacation periods by filling in the appropriate blank and then cross his/her name off the top of the seniority list. The next ranking employee by seniority shall do likewise until all have denoted their choice. For this initial vacation selection, an employee may select up to ten (10) days of vacation to include five (5) days required to be consecutive. All employees must have made their choice by the date indicated or forfeit their seniority rights for the purpose of choosing vacation periods. After the date indicated for the selection of vacations, vacations will be scheduled based upon the operational needs of the Employer and on a first-come first-served basis. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the employer finds it necessary to cancel a scheduled vacation, and the employee's vacation period cannot be conveniently rescheduled within that calendar year, the employee so affected shall be authorized to carry over his vacation period from one calendar year to the next, providing it does not affect other employees' vacation periods. Every attempt will be made to grant employees vacation at the requested time. Any disputes resulting from scheduled vacation priorities will be resolved by the local union. The Employer and the Union shall discuss at labor-management meetings disputes over the number of employees that may be on vacation at any given time.

F. Holidays

A legally designated holiday that falls during an employee's vacation shall not be charged against the employee's vacation.

G. Terminations

An employee who leaves the employment of the Employer shall be compensated for vacation leave earned, up to-the date of the employee's termination.

H. Military Leave

All earned vacation leave shall be paid to an employee, only at the employee's request, granted extended active military leave.

I. Sick Leave on Vacation

If an employee is under the care of an attending physician while on his/her vacation, that portion of the vacation may be charged to sick leave upon satisfactory proof of said care being provided to the Employer, if requested.

Section 13 **Holidays**

- A. The following calendar days of the year shall be considered to be holidays within the context of this Agreement:

(1)	New Year's Day	January First
(2)	President's Birthday	Third Monday in February
(3)	Memorial Day	Last Monday in May
(4)	Independence Day	July Fourth
(5)	Labor Day	
(6)	Veteran's Day	November Eleventh

(7)	Thanksgiving Day	Fourth Thursday in November
(8)	Day after Thanksgiving	Friday following the Fourth Thursday in November
(9)	Christmas Day	December Twenty-fifth
(10)	Floating Holiday	As described in H., below
(11)	Floating Holiday	As described in H., below
(12)	Floating Holiday	As described in H., below

All full-time regular employees shall be eligible for paid holidays.

In the event any of the above mentioned holidays fall on a Sunday, "holiday" as used in this contract shall apply to such succeeding day for those employees on a Monday through Friday workweek.

In the event any of the above mentioned holidays fall on a Saturday, "holiday" as used in this contract shall apply to the day preceding the above mentioned holiday for those employees on a Monday through Friday workweek.

For employees who work other than a Monday through Friday workweek, the holiday shall be deemed to fall on the day on which the holiday occurs.

If a holiday falls on an employee's scheduled day off, the employee shall receive the preceding day off if the holiday falls on his/her first scheduled day off and the following day off if the holiday falls on his/her second day off.

B. Holiday Pay

Except as hereinafter provided, all full-time regular employees of the Employer shall be entitled to leaves of absence with pay for each of the aforesaid holidays and shall receive compensation therefore equivalent to the one (1) day's pay, but not less than eight (8) hours pay.

When the holiday falls outside the regularly scheduled work day, the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

The Employer agrees that employees required to work on a holiday as provided above will receive the equivalent of one (1) day's pay, but not less than eight (8) hours compensation, which may be in cash or compensatory time at the employee's discretion.

C. Holiday Premium Pay

When due to continuous operations an employee is scheduled to work on the actual holiday as defined in subsection (a) as part of the regular work schedule, the employee shall be paid one and one-half (1 ½) times his regular hourly rate plus the employee shall be given a day off in lieu of the scheduled holiday or the equivalent of one (1) day's pay, but not less than eight (8) hours additional pay, at the employee's regular hourly rate. The Employer agrees to pay Holiday Premium Pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday.

At the discretion of the employee, such Holiday Premium Pay shall be either in cash or compensatory time. In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the immediate Supervisor.

- D. If the employee schedules a holiday off, the employee will receive the equivalent of one (1) day's pay, but not less than eight (8) hour compensation. The Employer shall not reschedule to avoid holiday pay.
- E. Notwithstanding the above, the Employer and individual employee may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

F. Work Requirement

To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.

G. Leaves of Absence

Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay, which exceeds thirty (30) calendar days.

H. Floating Holiday Procedure

Employee requests for scheduling of a floating holiday shall be filed in accordance with the procedures set forth in Section 10 (Vacation) in this Article.

Floating holidays may be taken in one (1) hour increments and shall be equal to the employee's scheduled workday.

Authorization of said request shall be subject to the staffing requirements and efficient operation of the Employer. Every attempt shall be made to grant an employee's request.

The time limit for filing of employee's request may be waived by the Employer if, such may be done within the staffing requirements of the employer.

Each employee, who is employed prior to September 1 of the applicable contract year, shall be authorized three (3) floating holidays which shall be taken within the period of July 1 through June 30. Employees hired on or after September 1 but prior to December 1 of the applicable contract year shall be authorized two (2) floating holidays which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after December 1 but prior to March 1 of the applicable contract year shall be authorized one (1) floating holiday which shall be taken within the period beginning with their date of hire and ending June 30.

Section 14 Miscellaneous

After an employee has exhausted all FMLA leave to which he/she is entitled, the employee may use any contractually provided paid or unpaid leave to which the employee is otherwise entitled.

ARTICLE X

LEAVES OF ABSENCE

Section 1 Request Procedure

No leave of absence shall be granted except upon written request of the employees. Whenever granted, such leave shall be in writing and signed by the Airport Director and a copy of the leave, so approved, filed with the Employer.

Section 2 Leaves of Absence Without Pay

- A. Leave of absence without pay may be granted by the Airport Director upon the recommendation of the employee's immediate supervisor, but such leaves shall be limited to periods not exceeding thirty (30) calendar days. Requests for renewal of the thirty (30) day leave periods shall not be unreasonably denied.

1. Pre-Determined Disability Leave

Pre-Determined Disability leave shall be granted if requested by the employee. Any temporary disabilities caused or contributed to by pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules and regulations shall apply the same as any other illness.

2. Extended Pre-Determined Disability Leave Without Pay

A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one (1) year. If an extended leave of absence is anticipated, a request for a leave shall be filed with the Airport Director thirty (30) days prior to the anticipated absence.

- B. Upon expiration of approved leaves, the employee shall be reinstated in the position the employee held at the time such leave was granted. Failure of the employee to report promptly shall be cause for discipline or dismissal.
- C. Unless specified elsewhere in this Agreement, full-time regular employees authorized said leave shall accrue or receive no benefits during said leave which does not exceed thirty (30) days.
- D. Absence Without Leave. Any absence of any employee from duty, including any absence for a single day or any part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay, and may be subject to disciplinary action.

Section 3 Paid Leaves of Absence

A. Jury Leave

Those employees drawn for federal, district and associate district court, petit or grand jury service, shall continue to receive their regular pay while engaged in such service. However, any fees, exclusive of mileage and meal allowance, received by said employees for jury service on Employer time shall be given to the Employer.

B. Appearance Required by Subpoena

When an employee is legally subpoenaed to appear as a witness before a court or administrative body to testify for a federal agency or a political subdivision of the state, the time spent shall be considered as a leave of absence with pay, provided the employee is not a party to the proceedings. Any witness fees received by the employee shall be remitted to the Employer.

C. Military Leave

Military leave shall be granted by the Airport Director in accordance with the provisions of the Code of Iowa, Section 29A.28.

Section 4 Funeral Leave

Upon verification of a funeral, eight (8) hours, leave of absence with pay will be granted as funeral leave to a full-time regular employee only for the purpose of attending the funeral of a member of the employee's immediate family. Such funeral leave shall not be deducted from the employee's accumulated sick leave or annual vacation leave. Family is defined as consisting of those individuals with the relationship of spouse, sons, daughters, grandchildren, stepchildren, mother, mother-in-law, father, father-in-law, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, brothers-in-law, sons-in-law, sisters, foster sister, stepsister, daughters-in-law, sisters-in-law and other persons who are members of the employee's household.

Up to twenty-four (24) additional work hours off due to such a death may be taken as sick leave upon approval of the Operations and Maintenance Manager, or his/her designee. For this additional leave, refer to Article IX, Section 9 of this Agreement.

Authorization for leave under this provision may be subject to the employee's submission of documentation relative to the date, time and location of the funeral.

ARTICLE XI

MISCELLANEOUS

Section 1 Labor/Management Meetings

A. Meetings upon Request

The Employer and the Union agree that upon the request of either the Union President or the Airport Director the parties shall meet to discuss matters involving the employee-employer relationship. Said meetings shall be scheduled at mutually convenient times.

B. Topics in writing

Topics to be discussed shall be set forth in writing and exchanged prior to the meeting.

C. Employee Attendance

Up to two (2) employees may attend as Union representatives without loss of pay.

D. Agreements Executed

Agreements reached as a result of such Labor/Management Meetings shall become effective only when signed by the authorized representatives of the parties, unless otherwise specified.

Section 2 **Salary for New Classification**

When the Employer creates a new classification which is entitled to representation under this Agreement, the Employer shall establish the job description and rate of pay for the classification. The Union shall be notified within ten (10) days of said action. In the event the Union does not agree with the rate as set forth by the Employer, the Union may request negotiations and such request shall be granted and be instituted for the purpose of establishing a salary rate for the classification.

Section 3 **Licenses and Certificates**

All licenses and/or certificates required by the Employer to conduct the business of the Employer, other than an Iowa Driver's License, Type 1, shall be paid for by the employer. In the event that the employer requires an employee to possess a Commercial Driver's License, the employer shall pay only the difference in cost between the Driver's, Type 1, and the Commercial Drivers license. The Employer shall provide one (1) time only training for the employees to pass the new Commercial Drivers License test and this training shall be conducted during the employees work hours. The Employer shall designate the employees who will be required to possess the new Commercial Drivers License.

Section 4 **Uniforms**

When in judgment of the employer uniforms are deemed to be required for employees, said uniforms will be provided and maintained or provided and replaced by the Employer.

Section 5 **Access to Personnel Files**

A. Employee Access

Each employee shall, during normal business hours of the Airport Director's Office, have the right of access to his/her own personnel file.

B. Copies

Each employee at his/her own expense may have a copy of any item, excluding test materials, which may be contained in the employee's file.

C. Adverse Material

When any adverse material relating to an employee's conduct, including oral and written reprimands is placed in that employee's file, it shall be signed by the employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the document.

Section 6 **Severe Weather/Emergency Closing**

If due to severe weather or an emergency an employee is unable to report for duty on time, the employee shall be permitted to use vacation leave or compensatory time for the period of his/her absence from duty.

Section 7 **Performance Evaluation**

Employees will be evaluated by the Employer at such frequency as the Employer may determine, but not less than annually. Evaluations concerning an employee's initial year of employment shall not be subject to the grievance procedure. After the initial year of employment, evaluations which result in a rating of unsatisfactory" overall shall be subject to the grievance procedure.

Section 8 **Working in a Higher Classification**

If an employee is assigned to work in a higher pay classification, the employee shall receive the pay of the higher classification at the employee's step assignment, for all hours worked in the higher classification.

ARTICLE XII

HEALTH AND SAFETY

Section 1 **Working Conditions and Rules**

A. **Provisions**

The Employer will attempt to provide and maintain safe working conditions for its employees.

The Employer agrees to comply with occupational safety and health standards and regulations adopted by the Iowa Occupational Safety and Health Administration and the United States Occupational Safety and Health Administration.

B. **Cooperation**

The employees and the Union agree to cooperate to that end and abide by all reasonable safety rules and regulations.

Section 2 **Protective Clothing and Equipment**

Protective clothing and equipment authorized and made available by the Employer to protect employees from injury and illness shall be provided by the Employer. The use of such clothing and equipment shall be mandatory. The employee is not responsible for fair wear and tear, but shall be responsible for any loss or damage by negligence or deliberate act.

Section 3 **Safety Committee**

The Employer and the Union agree to establish a Joint Health and Safety Committee. This committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet at mutually agreeable dates and times to discuss Health

and Safety matters in the Employer. It is understood that the committee may not take any action which is final and binding upon the parties.

Section 4 Safety Boot or Shoe Allowance

The City shall reimburse employees required to wear protective footwear and shall, through administrative policy, designate job classifications that require said use. The reimbursement shall be a maximum of one hundred and seventy-five dollars (\$175.00) over a two-year period (24 consecutive months), effective July 1, 2008.

ARTICLE XIII

NO STRIKE - NO LOCKOUT PROVISIONS

The Union, its officers, agents, members and employees covered by this Agreement agree that they will not, directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "strike" against the Employer. A "strike" shall mean an employee's refusal, in concerted action with others, to report to duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensations, rights, privileges or obligations of public employment.

The Employer, its officers, agents and staff agree that they will not directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "lockout." A "lockout" shall mean a cessation of work for the purpose of obtaining for the Employer a concession or agreement from the Union in connection with labor negotiations.

ARTICLE XIV

GENERAL

Section 1 Savings Clause

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby and this Agreement and addendum shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutual satisfactory replacement for such article or section.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XV

DURATION OF THE AGREEMENT

This Agreement and any written amendment made and annexed hereto shall become effective on July 1, 2007 and shall continue in full force and effect until midnight, June 30, 2010.

In the event notice is not given as set forth above, then this Agreement shall automatically continue in effect from year to year until such notice is given.

FOR AFSCME/IOWA COUNCIL 61,
AFL-CIO, LOCAL 212, SIOUX
GATEWAY AIRPORT EMPLOYEES

FOR SIOUX GATEWAY AIRPORT

Preston DeBoer
AFSCME/Iowa Council 61

James C. Hanks
Airport Negotiator

Cindy Lloyd
Negotiations Committee Member

Dave McWilliams
Interim Airport Director

Mark Ouelette
Negotiations Committee Member

Paul Eckert
City Manager

APPENDIX A
RULES FOR ADMINISTRATION
OF
SALARY SCHEDULE

SALARY SCHEDULE ADMINISTRATION: The Airport Director or designated representative shall be responsible for administering the salary schedule according to the following provisions:

- a. **Beginning Salary Rate:** Upon entrance into Employer service, the employee shall be paid at Step 1 of the pay range to which the position is allocated. However, upon recommendation of the employee's immediate supervisor and approval of the Airport Director, appointments may be made at steps above the entry level.
- b. **Salary Advancements:** The remaining steps of the pay range of a position class shall be granted on a performance basis, as herein provided.

For each full-time regular employee to become eligible for a performance advancement, the employee's immediate supervisor for whom the said employee works shall file with the Airport Director a written statement as to the employee's performance since the employee's last advance in pay and shall submit a written recommendation. The Airport Director shall approve the recommendation of the employee's immediate supervisor unless, in his/her opinion and based upon supporting information, it is unsound.

- c. **Pay Anniversary Dates:** The anniversary date on which a full-time regular employee shall become eligible for a performance advancement from the applicable permanent employment pay range step shall be, except as otherwise provided herein, either January 1st or July 1st, and shall be determined as follows:

- (1) **January Anniversary:** If an employee is appointed, promoted or advanced in pay between October 1st and March 31st, the anniversary date shall be January 1st.
- (2) **July Anniversary:** If an employee is appointed, promoted or advanced in pay between April 1st and September 30th of any year, the anniversary date shall be July 1st.
- (3) **Eligibility:** An employee shall be eligible for any authorized pay advance on the established anniversary date nearest to one year after the date of permanent appointment, promotion or pay advance.

Such advance to be made effective at the beginning of the pay period in which the anniversary date falls.

- (4) **Superior Performance:** In unusual situations of superior performance, supported by department head's evaluation and recommendation, an employee may receive a merit increase in advance of the anniversary date when approved by the Airport Director and the Sioux Gateway Airport Board.
- d. **Pay Rate Adjustment:** The following personnel actions shall affect the pay status of an employee in the manner provided:

- (1) Transfer: When an employee is transferred to a position in another class, which is assigned to the same or a lower pay grade as the employee's former class, the employee shall be entitled to the corresponding step in the grade of the class to which the employee transfers.
- (2) Promotion: When an employee is promoted to a position in a class assigned at a higher pay range than that assigned to the class to which the employee's previous position was allocated, the employee shall be advanced to Step 1 of the pay range for the class to which the employee is promoted, provided, however, that if the employee's rate of pay prior to promotion was equal to, or more than such rate for said Step 1, the employee shall be advanced to the next step above the rate the employee was receiving prior to promotion.
- (3) Demotion: Upon demotion, an employee shall be placed on the Step on the lower pay step that is equal to the employee's current pay step. If the employee's current pay step is greater than the highest pay step of the new pay grade then the employee's pay will be frozen (red circled) for one (1) year. After this one (1) year period is over, the employee wages will be adjusted down to the highest pay step in the new pay grade.
- (4) Temporary Assignment: Where a vacancy exists in the table of organization due to retirement, resignation, illness or injury, death, vacations or dismissal of a full-time regular employee, any full-time regular employee filling said vacancy in a higher classification shall be assigned to Step 1 of the higher classification's salary range, provided, however, that if the employee's rate of pay was equal to or more than such rate for said Step 1, the employee shall be advanced to the next step above the rate the employee was receiving prior to filling said vacancy.
- (5) If the Employer directs an employee to operate a bulldozer, the employee shall receive compensation of \$0.50 per hour in addition to his/her regular rate of pay for each hour of operation of the bulldozer.

APPENDIX B

**AFSCME/IOWA COUNCIL 61 AFL-CIO
AFSCME LOCAL 212
SIOUX GATEWAY AIRPORT AUTHORITY EMPLOYEES UNION**

Section 1 Wage Rates

SALARY SCHEDULE EFFECTIVE JUNE 23, 2007

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	
5310	Airport Worker I	Y 1	16.1044	16.5890	17.0356	17.5033	Hourly
			1288.35	1327.12	1362.85	1400.26	Biweekly
			33497.09	34505.06	35434.08	36406.88	Annual
		Y 1A	16.6618	17.1463	17.5930	18.0606	Hourly
			1332.94	1371.70	1407.44	1444.85	Biweekly
			34656.53	35664.27	36593.53	37566.09	Annual
5312	Airport Worker II	Y 2	17.8449	18.3405	18.8365	19.4814	Hourly
			1427.59	1467.24	1506.92	1558.51	Biweekly
			37117.47	38148.17	39179.83	40521.32	Annual
1012	Airport Office Assistant	Y 3	18.1642	18.6554	19.2939	19.8330	Hourly
			1453.14	1492.43	1543.51	1586.64	Biweekly
			37781.63	38803.24	40131.33	41252.71	Annual
5314	Airport Worker III	Y 3A	18.4249	18.9160	19.5545	20.0937	Hourly
			1473.99	1513.28	1564.36	1607.49	Biweekly
			38323.73	39345.34	40673.43	41794.81	Annual
5316	Airport Mechanic	Y 4	21.0853	21.8763	22.7086	23.5783	Hourly
			1686.83	1750.11	1816.68	1886.26	Biweekly
			43857.46	45502.80	47233.80	49042.79	Annual

SALARY SCHEDULE EFFECTIVE JUNE 21, 2008

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	
5310	Airport Worker I	Y 1	16.7888	17.2940	17.7596	18.2472	Hourly
			1343.10	1383.52	1420.77	1459.78	Biweekly
			34920.72	35971.53	36940.03	37954.18	Annual
		Y 1A	17.3699	17.8750	18.3407	18.8282	Hourly
			1389.59	1430.00	1467.26	1506.26	Biweekly
			36129.44	37180.00	38148.75	39162.65	Annual
5312	Airport Worker II	Y 2	18.6033	19.1199	19.6370	20.3094	Hourly
			1488.27	1529.59	1570.96	1624.75	Biweekly
			38694.96	39769.46	40844.97	42243.47	Annual
1012	Airport Office Assistant	Y 3	18.9362	19.4483	20.1139	20.6759	Hourly
			1514.90	1555.86	1609.11	1654.08	Biweekly
			39387.35	40452.38	41836.92	43005.95	Annual
5314	Airport Worker III	Y 3A	19.4686	19.9806	20.6462	21.2083	Hourly
			1557.48	1598.45	1651.70	1696.66	Biweekly
			40494.59	41559.62	42944.16	44113.19	Annual
5316	Airport Mechanic	Y 4	21.9814	22.8061	23.6737	24.5803	Hourly
			1758.52	1824.49	1893.89	1966.43	Biweekly
			45721.40	47436.67	49241.23	51127.11	Annual

SALARY SCHEDULE EFFECTIVE JUNE 20, 2009

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	
5310	Airport Worker I	Y 1	17.5023	18.0290	18.5144	19.0227	Hourly
			1400.19	1442.32	1481.15	1521.82	Biweekly
			36404.85	37500.32	38509.98	39567.23	Annual
		Y 1A	18.1081	18.6347	19.1202	19.6284	Hourly
			1448.65	1490.77	1529.62	1570.27	Biweekly
			37664.94	38760.15	39770.07	40827.06	Annual
5312	Airport Worker II	Y 2	19.3940	19.9325	20.4716	21.1725	Hourly
			1551.52	1594.60	1637.73	1693.80	Biweekly
			40339.49	41459.67	42580.88	44038.82	Annual
1012	Airport Office Assistant	Y 3	19.7410	20.2748	20.9687	21.5547	Hourly
			1579.28	1621.98	1677.50	1724.37	Biweekly
			41061.31	42171.61	43614.99	44833.71	Annual
5314	Airport Worker III	Y 3A	20.2960	20.8298	21.5237	22.1096	Hourly
			1623.68	1666.38	1721.90	1768.77	Biweekly
			42215.61	43325.90	44769.28	45988.00	Annual
5316	Airport Mechanic	Y 4	22.9157	23.7754	24.6798	25.6250	Hourly
			1833.25	1902.03	1974.38	2050.00	Biweekly
			47664.56	49452.73	51333.99	53300.01	Annual

Section 2 Asbestos Removal Pay

Whenever an employee is removing asbestos, all time spent removing asbestos shall be compensated at the rate of one dollar and fifty cents (\$1.50) above the employee's base hourly rate of pay. Additionally if the employee is removing asbestos after eight (8) hours in a workday or forty (40) hours in a workweek, the compensation shall be at the base hourly rate of pay plus the one dollar and fifty cents (\$1.50) times one and one-half (1 1/2) the combined rate of pay.